# EXHIBIT 75 TO DECLARATION OF MICHAEL BARNETT

### ZEICHNER ELLMAN & KRAUSE LLP

575 LEXINGTON AVENUE NEW YORK, NEW YORK 10022 (212) 223-0400 FAX: (212) 753-0396

www.zeklaw.com

35 MASON STREET GREENWICH, CT 06830 (203) 622-0900 FAX: (203) 862-9889

103 EISENHOWER PARKWAY ROSELAND, NJ 07068 (973) 618-9100 FAX: (973) 364-9960

DIRECT DIAL (212) 826-5355 krudd@zeklaw.com

November 30, 2012

#### BY EMAIL

Bryan Reyhani Reyhani Nemirovsky LLP 200 Park Avenue, 17th Floor New York, NY 10166

Email: bryan@rnlawfirm.com

Universitas Education, LLC (Judgment Creditor) v. Nova Group, as trustee, sponsor and fiduciary of Charter Oak Trust (Judgment Debtor)

<u>Subpoena to TD Bank dated September 24, 2012</u>

Dear Bryan:

Reference is made to the subpoena you served on TD Bank, N.A. dated September 24, 2012, TD Bank's Response and Objection thereto dated October 22, 2012 (the "Objections"), and the Order of Magistrate Judge Pitman dated November 21, 2012.

Subject to TD Bank's Objections, enclosed are documents Bates-stamped TD-Universitas0086-0109.

This production is made without in any way waiving or intending to waive but, to the contrary, intending to reserve and reserving: (i) all questions as to competency, relevancy, materiality, privilege and admissibility as evidence for any purpose in any subsequent proceeding in, or the trial of this action, of any response or its subject matter; (ii) the right to object to the use of any response, or it subject matter, in any subsequent proceeding in, or the trial of this action on any ground; (iii) the right to object on any ground at any time to a demand for further responses to these or other requests or to other discovery procedures involving or relating to the subject matter of the requests answered; and (iv) the right to revise, correct, add to or clarify any of the responses propounded herein.

Please feel free to contact me if you have any questions. Thank you very much for your courtesy and cooperation.

Very truly yours,

Kenneth C. Rudd

Banknorth	
D Banknorth	NEW NON-PERSONAL ACCOUNT
REGION: TD Banknorth CT Mid-All	DATE OPENED: 05/20/2009
CCOUNT #: 4242774671 TYP	E OF ACCOUNT: IM Business Convenience Checking
AX ID #: 204006871 TYPI	E CODE: 720 CATEGORY: Non-Personal Checking
RANCH#; 507 BAN	IK REPRESENTATIVE: Carolyn M Slarr
ccount Officer Information (Complete only	If an officer will be assigned to this account)
	re:
USINESS NAME/ADDRESS:	TIN:
HOENIX CAPITAL MANAGEMENT LLC	204006871 BUSINESS PHONE: (860) 428-7000
00 GRIST MILL ROAD	
MSBURY, CT USA	08070
unds Verification:	If Existing Customer, Enter the RM Number: 00000016681462
count Relationship: Corporation or LLC-2 Sig	yners
dditional Account Verification;	Tables Dans & Florabilities/Passers
Business/Entity Documentation: Certified Form	
Previous Bank: (Enter Name of Previous Bank)	☐ Visual Inspection of Business
eporling agency.  We acknowledge and understand that TD Bankr  FDIC insurence purposes, my/our deposits are no  This section does not apply to U.S. non-resident a  The number shown on this form is my correct:  I am not subject to backup withholding becay  Service (IRS) that I am subject to backup with  no longer subject to backup withholding, and  I am a U.S. person (including a U.S. resident,  Certification instructions. You must cross out  ecause you have falled to report all interest and  or mortgage interest pedi, acquisition or abande  (RA), and generally, payments other than interest	deposit account, you will provide merus with an additional notice containing data regarding the consumer north and TD Bank are trade names of TD Bank, N.A. I/We further acknowledge and understand that for obseparately insured from any other deposits five may have at TD Banknorth and/or TD Bank, alliens. Under penalty of perjury, the undersigned certify(les) that: taxpayer identification number (or I am waiting for a number to be issued to me), and use: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue hibolding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am alien).  Ilem 2 above if you have been notified by the IRS that you are currently subject to beckup withholding dividends on your tax return or for any other reason. For real estate transactions, item 2 does not apply, cancellation of debt, contributions to an individual retirent arrangement that dividends, you are not required to sign the Certifications required to avoid backup withholding.
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Signaling Clanyaly	7 DANIELE CARPENTER 05/25/1954 048524417 PROT Name 05/25/1954 048524417 SSA 6Flood Vandacion (U.Fridding Port and Customer, Edier the RM Number 00000014558584
Clause & Congression Obil 69	Prior Name Date of Sith SSN effocts Vandarian  # Existing Personal Customer, Enter the RM Number: 00000014556664
Chief II.	Date of Skilk   SSA   ePurist Verification
Separate Chapter Data Signad: 64/69  And II.  Education 5/24/69  Opto Signad: 5/24/69	## Date of B4th SSN eFront Vindoron ## Existing Portional Customer, Enter the RM Number: 00000014556864 .  AMANDA ROSS! 11/07/1980 040801423
Chad II.  Stockur  Stockur  Stockur	### Date of B4th #### ###############################
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Chica II.  Signalus  Dele Signed: 5 24 64	Price Name   Date of Skilk   SSA   Effects Varidation
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Ö	Banknorth
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1187	CHAILLED FLYOL	(For Deposi	it Accounts)
Account Holder:		Financial Institution:	
PHOENIX CAPITAL MANAG	SEMENT LLC	TD Bank, N.À. Drake Mill Mall, 714 Hopmeadow St	
SIMSBURY, CT 06070		Simsbury, CT 06070	
Account No. 4242774671	:	State / Commonwealth: CT	
a Limited Liability Company (the behalf of the Company do hereby	"Company") and TD Bank, N.A., y certify that and agree as follows	petween PHOENIX CAPITAL MANAGEMENT LLC the persons signing below jointly and severally s:	oy and on
PHOENIX CAPITAL MANAGEMEN	is the co	omplete and correct name of the Account Hold	er.
managers, members and author	ized signers of the Company. V	fy that the following is a complete list of the Ve agree to notify the Financial Institution of a of current members from the Company, befo	any change in
i'	Name v	Signaturo .	
Chairman Managing Marker	DANIEL E CARPENTER	Stewer E Cenga	to
Chairman Managing Marber Secretary	AMANDA ROSSI	and I	
Assumed Business Names: Exclusion names under which the Company		, the following is a complete list of all assumed	l business
Assumed Business Name #1:			
Assumed Business Name #2:			
About the second			
We further certify that at a meetir meeting, duly called and held on resolutions were adopted:	ng of the members of the Compa 5269	any (or by other duly authorized Company acti , at which a quorum was present and voting,	on in lieu of a the following
	e funds of this Company, which	inches, be and it hereby is designated as the image in the may be withdrawn on checks, drafts, advices of	
agreements and perform such o	ther acts as they deem reason stitution, and those agreements	signers ("Agents") listed above may enter in ably necessary in furtherance of the Compa will bind the Company, and acting for an on ized and empowered;	any's Banking .

**Execute Documents:** To execute and deliver to Financial institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority: Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept draft and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature of any one of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of Any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

**Further Acts:** The above-named Agents are authorized and empowered to execute such other agreements, including, but not limited to; special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolutions:

Be It Further Resolved, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and field harmless by the Company from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice given:

We Further Certify that the authorized signers name above are duly elected, appointed or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We have each read all of the provisions of this Limited Liability Company Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms.

Th	is Agreement is dated:	05/20/2009					
Ac	count Holder:	PHOENIX CAPITAL MANAGEMENT LLC					
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				A #			
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Rev. 06/2008 TD Banknorth is a trade name of TO Bank, N.A.

Page 2 of 2

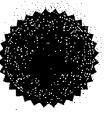


PAGE 1

### The First State.

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PHOENIX CAPITAL MANAGEMENT GROUP, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2005, AT 1 O'CLOCK P.M.

4086984 8100 051076651



Darriet Smith Windson

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4417328

DATE: 01-03-06

State of Delaware Secretary of State Division of Corporations Delivered 02:01 FM 12/30/2005 FILED 01:00 PM 12/30/2005 SRV 051076651 - 4086984 FILE

## CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

FIRST. The name of the limited liability company is PHOENIX CAPITAL MANAGEMENT GROUP, LLC.

SECOND. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808. The name of its registered agent at such address is The Company Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of PHOENIX CAPITAL MANAGEMENT GROUP, LLC this 30<sup>th</sup> day of December, 2005.

NAME: Keith R. Jones

Authorized Person

Î'	
Banknorth	NEW NON-PERSONAL ACCOUN
. EGION: TD Banknorth CT Mid-Att	DATE OPENED: 05/20/2009
CCOUNT #: 4242617138 TYPE OF ACCO	DUNT: IM Business Convenience Checking
AX ID #: 200888307 TYPE CODE:	
1112 0002,	SENTATIVE: Carolyn M Starr
RANCH #: 507 BANK REPRES	SENTATIVE: CBIOSH W Stati
count Officer Information (Complete only if an officer High Number: Officer Name:	will be assigned to this account)  Telephone:
USINESS NAME/ADDRESS:	TIN:
RIST MILL HOLDINGS LLC	200688307 BUSINESS PHONE: (860) 408-7000
DB GRIST MILL ROAD	
MSBURY, CT USA	06070
	Existing Customer, Enter the RM Number: 00000015881500
count Relationship: Corporation or LLC-2 Signers	· · · · · · · · · · · · · · · · · · ·
dditional Account Verification:	
Business/Entity Documentation: Certifled Formation Docs	5 & Resolution/Consent
Provious Bank;	☐ Visual Inspection of Business
(Enter Name of Previous Bank)	
reports containing references about me/us from third partie	ount owner, if different, hereby authorize(s) the Bank to, from time to time, request consumer as, such as a consumer reporting agency, in connection with opening and maintaining this
reports containing references about me/us from third partie account. If you (the Bank) are unable to open a deposit acc reporting agency.  If we acknowledge and understand that TO Banknoth and Ti FDIC insurance purposes, my/our deposits are not separately This section does not apply to U.S. non-resident alians. Unde 1. The number shown on this form is my correct taxpayer ide 2. I am not subject to backup withholding because: (a) I a Service (IRS) that I am subject to backup withholding as no fonger subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident, alien). Pertilication Instructions. You must cross out item 2 abous accuss you have failed to report all interest and dividends of for mortgage interest pald, acquisition or abandomment of s IRA), and generally, payments other than-interest and dividenders.	as, such as a consumer reporting agency, in connection with opening and maintaining this count, you will provide metus with an additional notice containing data regarding the consumer D Bank are trade names of TD Bank, N.A. ItWe further acknowledge and understand that for providing the provided from any other deposits live may have at TD Banknorth and/or TD Bank.
reports containing references about me/us from third partie account. If you (the Bank) are unable to open a deposit acc- eporting agency.  Me acknowledge and understand that TD Banknorth and Ti- FDIC insurance purposes, my/our deposits are not seperately this section does not apply to U.S. non-resident alians. Unde I. The number shown on this form is my correct taxpayer idd. I. I am not subject to backup withholding because: (a) I a Service (IRS) that I am subject to backup withholding as no fonger subject to backup withholding, and I. I am a U.S. person (including a U.S. resident, alien). Pertification instructions. You must cross out item 2 abovecause you have failed to report all interest and dividends of for mortigge interest pale, acquisition or abandomment of s IRA), and generally, payments other than-interest and dividen	as, such as a consumer reporting agency, in connection with opening and maintaining this rount, you will provide melus with an additional notice containing data regarding the consumer D Bank are trade names of TD Bank, N.A. I/We further acknowledge and understand that for y insured from any other deposits five may have at TD Banknorth and/or TD Bank. Be penalty of perjury, the undersigned certify(les) that: entification number (or I am waiting for a number to be issued to me), and are exempt from backup withholding, or (b) I have not been notified by the Internal Revenue a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am we if you have been notified by the IRS that you are currently subject to backup withholding an your tax return or for any other reason. For real-estate transactions, item 2 does not apply, secured property, cancellation of debt, contributions to an Individual retirement arrangement and, you are not required to sign the Certification, but you must provide your correct TIM.
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### LIMITED LIABILITY COMPANY BANKING RESOLUTION (For Deposit Accounts)

,		(For Deposit Accounts)
Account Holder:		Financial Institution:
ODIOTANIA HOLDINGS III	0	TD Bank, N.A.
GRIST MILL HOLDINGS LL 100 GRIST MILL ROAD	. <b>.</b> .	Drake Mill Mall, 714 Hopmeadow St
SIMSBURY, CT 06070		Simsbury, CT 06070
Account No. 4242617136		State / Commonwealth: CT
In consideration of the existing o	"Company") and TD Bank, N.A.,	netween GRIST MILL HOLDINGS LLC the persons signing below jointly and severally and on
behalf of the Company do hereby	y certify that and agree as follows	<i>ii</i>
GRIST MILL HOLDINGS LLC	is the co	implete and correct name of the Account Holder.
managers, members and author	ized signers of the Company. V	fy that the following is a complete list of the names of all Ve agree to notify the Financial Institution of any change in of current members from the Company, before the change
Till o	Name New	Signature
	DANIEL E CARPENTER	Church Elmat
Chairm Managing Muts	AMANDA ROSSI	and te
Jecry 19		
Assumed Business Names: Excl names under which the Company		the following is a complete list of all assumed business
Assumed Business Name #1:		
Assumed Business Name #2:		
We further certify that at a meeting meeting, duly called and held on resolutions were adopted:	ig of the members of the Compar 52109 ,	ny (or by other duly authorized Company action in lieu of a , at which a quorum was present and voting, the following
	e funds of this Company, which n	nches, be and it hereby is designated as the Financial may be withdrawn on checks, drafts, advices of debit, notes
agreements and perform such of	ther acts as they deem reasona	signers ("Agents") listed above may enter into any such ably necessary in furtherance of the Company's Banking will bind the Company, and acting for an on behalf of the

Company and as its act and deed be, and they hereby are, authorized and empowered;

Page 1 of 2

(Page 3 of 5)

**Execute Documents:** To execute and deliver to Financial institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority: Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept draft and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature of any one of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of Any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

Further Acts: The above-named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolutions.

Be it Further Resolved, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless by the Company from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice given.

We Further Certify that the authorized signers name above are duly elected, appointed or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We have each read all of the provisions of this Limited Liability Company Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms.

This Agreement is dated:	05/20/2009	
Account Holder:	GRIST MILL HOLDINGS LLC	
Ву:		By: Samel Elayolis
ı		A
Ву:		Ву:

Rev. 06/2008 TD Banknorth is a trade name of TD Bank, N.A.

## Delaware

PAGE 1

### The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRIST MILL HOLDINGS, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JANUARY, A.D. 2003, AT 9 O'CLOCK A.M.



Warriet Smith Minds

3615870 8100

030036439

AUTHENTICATION: 2218154

DATE: 01-22-03

STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 01/17/2003 030036439 - 3615870

## CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

FIRST. The name of the limited liability company is GRIST MILL HOLDINGS, LLC

SECOND. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington. The name of its Registered Agent at such address is THE COMPANY CORPORATION.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of GRIST MILL HOLDINGS, LLC this 17th day of January 2003.

NAME: \_\_\_\_\_\_ Angela Norton

Authorized Person

Banknorth		NEW NON-PERSONAL ACCOUN
EGION: TD Banknorth CT Mid-Att		DATE OPENED: 05/20/2009
CCOUNT #: 4242774655	TYPE OF ACCOUNT: IM Business Conve	enience Checking
		CATEGORY: Non-Personal Chacking
IRANOH W.	BANK REPRESENTATIVE: Carolyn M Starr	
Account Officer Information (Complete of Officer Number: Officer N	•	ni) Telephone:
SUSINESS NAME/ADDRESS:	TIN:	
GRIST MILL CAPITAL LLC	262386232	BUSINESS PHONE: (860) 408-7000
100 GRIST MILL ROAD		
SIMSBURY, CT US	A 06070	
Funds Verification:	If Existing Customer, Enter the R	
Account Relationship: Corporation or LLC-2	2 Signers	
Additional Account Verification:	<del></del>	
☑ Business/Entity Documentation: State We	balte Report & Resolution/Consent	
☐ Previous Bank:	☐ Visual inspection of	Ausiness
(Enter Name of Previous		
The undersigned acknowledge(s) receipt of to this account shall evidence my/our accept same may be amended from time to time.  The undersigned, both indivally and on be reports containing references about me/us for account. If you (the Bank) are unable to ope	he Deposit Account Agreement and Fee Sch tance of the terms and conditions as set for whelf of the account owner, if different, hereby from third parties, such as a consumer repo	ation that identifies each person who opens an account, edule which govern my/our accounts with the Bank. My/our use the in the Deposit Account Agreement and Fee Schedule as the y authorize(s) the Bank to, from time to time, request consumer orting agency, in connection with opening and maintaining this with an additional notice containing data regarding the consumer
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### LIMITED LIABILITY COMPANY BANKING RESOLUTION (For Deposit Accounts)

Account Holder:		Financial Institution:
GRIST MILL CAPITAL LLC		TD Bank, N.A.
100 GRIST MILL ROAD		Drake Mill Mall, 714 Hopmeadow St
SIMSBURY, CT 06070		Simsbury, CT 06070
		Sinisbury, C1 60070
Account No. 4242774655		State / Commonwealth: CT
In consideration of the existing of	r proposed banking relationship b	between GRIST MILL CAPITAL LLC
a Limited Liability Company (the behalf of the Company do hereby	"Company") and TD Bank, N.A., :	the persons signing below jointly and severally and on
GRIST MILL CAPITAL LLC	is the co	omplete and correct name of the Account Holder.
managers, members and author	ized signers of the Company. W	ify that the following is a complete list of the names of all We agree to notify-the Financial Institution of any change in of current members from the Company, before the change
Fille	Name	7 7 2
Charmen of Maneyon Meets	DANIEL E CARPENTER	Shine E tayota
Secretary	AMANDA ROSSI	and Te.
Assumed Business Names: Excl names under which the Company		, the following is a complete list of all assumed business
Assumed Business Name #1:		·
Assumed Business Name #2:		
		,
We further certify that at a meetir meeting, duly called and held on resolutions were adopted:	ig of the members of the Compai	any (or by other duly authorized Company action in lieu of a , at which a quorum was present and voting, the following
Be It Resolved, that TD Bank, N. Institution of and depository for thorother orders for the payment of	e funds of this Company, which n	nnches, be and it hereby is designated as the Financial may be withdrawn on checks, drafts, advices of debit, notes

Be It Further Resolved, that any one (1) of the Authorized signers ("Agents") listed above may enter into any such agreements and perform such other acts as they deem reasonably necessary in furtherance of the Company's Banking Relationship with the Financial Institution, and those agreements will bind the Company, and acting for an on behalf of the Company and as its act and deed be, and they hereby are, authorized and empowered;

Page 1 of 2

**Execute Documents:** To execute and deliver to Financial institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority: Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept draft and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature of any one of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of Any Agent signing or tendered by such Agent for cashing or in payment of the Individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such Item or the proceeds of the item.

**Further Acts:** The above-named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolutions.

Be It Further Resolved, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless by the Company from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice given.

We Further Certify that the authorized signers name above are duly elected, appointed or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We have each read all of the provisions of this Limited Liability Company Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms.

This Agreement is dated:	05/20/2009	
Account Holder:	GRIST MILL CAPITAL LLC	
Ву:		By: Jamil Elazatis
Ву:		By: Add

Rev. 06/2008 TD Banknorth is a trade name of TD Bank, N.A.



PAGE

### The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRIST MILL CAPITAL, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JANUARY, A.D. 2003, AT 9 O'CLOCK A.M.



Warriet Smith Windson Secretary of State

3615868 8100

030036432

AUTHENTICATION: 2218158

DATE: 01-22-03

STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 01/17/2003 030036432 - 3615868

## CERTIFICATE OF FORMATION OF LIMITED LIABILITY COMPANY

FIRST. The name of the limited liability company is GRIST MILL CAPITAL, LLC

SECOND. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington. The name of its Registered Agent at such address is THE COMPANY CORPORATION.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of GRIST MILL CAPITAL, LLC this 17th day of January 2003.

NAME:

Angela Norton

Authorized Person

f			
Banknorth		NEW NON-PERSONAL ACCOL	INT
REGION: TO Banknorth CT Mid-A	tl	DATE OPENED: 05/20/2009	
ACCOUNT#: 4242774712	TYPE OF ACCOUNT: IM Business	Convenience Checking	
TAX ID #: 810607868	TYPE CODE: 720	CATEGORY: Non-Personal Checking	
BRANCH #: 507	BANK REPRESENTATIVE: Carolyn M	A Starr	
Account Officer Information (Complete	e only if an officer will be assigned to this a	eccount)	
Officer Number: Office	r Name;	Telephone:	
BUSINESS NAME/ADDRESS: GRIST MILL CAPITAL LLC	TIN: 810807868	BUSINESS PHONE: (860) 408-4000	
100 GRIST MILL ROAD	010007000	BUSINESS PHONE: (GGD) 190-1000	
SIMSBURY, CT	USA 08070		
Funds Verification: Account Relationship: Corporation or LLC	<del></del>	the RM Number: 00000015881392	
Additional Account Verification: 540  BusinessÆntity Documentation: Certific		ent.	
Previous Bank: (Enter Name of Previo	☐ Visual Inspections Bank)	ion of Business	
of this account shall evidence mylotic acsame may be amended from time to time.  The undersigned, both individually and on reports containing references about mefu account. If you (the Bank) are unable to o reporting agency.  I/We acknowledge and understand that TD FDIC insurance purposes, mylour deposits  This saction does not apply to U.S. non-res  1. The number shown on his form is my call to the containing service (IRS) that I am subject to back no longer subject to backup withholding Service (IRS) that I am subject to back no longer subject to backup withholding Service (IRS) that I am subject to the containing a U.S. res  Certification instructions. You must crobaceuse you have failed to report ell interefor mortigage interest paid, acquisition or (IRA), and generally, payments other than I	penance of the terms and conditions as s behalf of the account owner, if different, is from third parties, such as a consume, pen a deposit account, you will provide mit all and the such as a consume, pen a deposit account, you will provide mit all and TD Bank are trade names ident all ans. Under penalty of perjury, the orrect taxpayer identification number (or in because: (a) I am exempt from backup up withholding as a result of a failure to refund a liam.  ss out item 2 shove if you have been not st and dividends on your tax return or for a bandomment of secured property, cance afterest and dividends, you are not required.	e Schedule which govern my/our accounts with the Bank. My/our uset forth in the Deposit Account Agreement and Fee Schedule as the forth in the Deposit Account Agreement and Fee Schedule as the Account Agreement and Fee Fee Schedule as the Fee Fee Fee Fee Fee Fee Fee Fee Fee F	ner his ner tor ue am
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Palo Signed: 5/21/09		Date of Blain SSN 4Fands Varication II Existing Personal Customer, Enter the RM Number: 00000014558684	
x And I	Amanda Rossi	11/07/1980 040801423	
Date Signed: 50109	Proj Name	Osle of Okh SSN eFunds Vertrallon # Existing Personal Customer, Enter the RM Number; 00000015147094	
X Special	Páni Ham+	Date of Setts BSSV efforces Various in	<del></del> ,
Data Signad:		# Existing Pursonal Customer, Enter the RM Number:	<u></u>
Significare Date Signed:	Print Marrie	Date of Birth  68H  (I Existing Personal Customer, Enter the RIM Number:	
	For Deposit Operations	Use Only	
10:		red By:	
	Later		

(Page 2 of 4)

	Banknorth
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## LIMITED LIABILITY COMPANY BANKING RESOLUTION

		(For Dep	osit Accounts)
Account Holder:		Financial Institution:	
		TD Bank, N.A.	
GRIST MILL CAPITAL LLC		Drake Mill Mall, 714 Hopmeadow St	
100 GRIST MILL ROAD			
SIMSBURY, CT 06070		Simsbury, CT 06070	
Account No. 4242774712		State / Commonwealth: CT	~- <del></del>
In consideration of the existing or a Limited Liability Company (the behalf of the Company do hereby	"Company") and TD Bank, N.A.,	between GRIST MILL CAPITAL LLC the persons signing below jointly and seve s:	erally and on
GRIST MILL CAPITAL LLC	is the co	omplete and correct name of the Account H	łolder.
managers, members and author	ized signers of the Company. V	ify that the following is a complete list of We agree to notify the Financial Institution of current members from the Company, b	of any change in
y inja	. Name:	Stemetur	2)
Chairman Many Meuber	DANIEL E CARPENTER	Warrief & Can	1-
Secretary	AMANDA ROSSI	A.J. D.	
500,000		7	
			<del></del>
	<del></del>		
Assumed Business Names: Excl names under which the Company	uding the name of the Company, $\prime$ does business:	, the following is a complete list of all assur	ned business
Assumed Business Name #1:			
Assumed Business Name #2:			
We further certify that at a meetir meeting, duly called and held on resolutions were adopted:	ig of the members of the Compa	any (or by other duly authorized Company , at which a quorum was present and vot	action in lieu of a ing, the following
Be it Resolved, that TD Bank, N. Institution of and depository for the or other orders for the payment of	e funds of this Company, which r	inches, be and it hereby is designated as t may be withdrawn on checks, drafts, advic	he Financial es of debit, notes
agreements and perform such o	ther acts as they deem reason stitution, and those agreements	signers ("Agents") listed above may ento ably necessary in furtherance of the Cor will bind the Company, and acting for an ized and empowered;	mpany's Banking

(Page 3 of 4)

**Execute Documents:** To execute and deliver to Financial institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority: Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept draft and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature of any one of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of Any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

Further Acts: The above-named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolutions.

Be It Further Resolved, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless by the Company from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice given.

We Further Certify that the authorized signers name above are duly elected, appointed or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We have each read all of the provisions of this Limited Liability Company Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms.

This Agreement is dated:	05/20/2009	
Account Holder:	GRIST MILL CAPITAL LLC	
Ву:		By: Dunif Elaple
Ву:		By: Add to

Rev. 06/2008 TD Banknorth is a trade name of TD Bank, N.A.

(Page 4 of 4)

C.O.N.C.O.R.D.

Page 1 of 1

business inquiry

**BUSINESS DETAILS:** 

**Business Name:** 

GRIST MILL CAPITAL, LLC

Business ID:

**Business Address:** 

0879745

100 GRIST MILL ROAD, SIMSBURY, CT,

06070

Mailing Address:

Citizenshlp/State Inc: Last Report Year:

NONE **Business Type:**  Domestic/CT

**Business Status**;

Date Inc./Register:

Domestic Limited Liability Company

Active

Nov 21, 2006

PRINCIPALS:

Name/Title:

Business Address:

Residence Address:

WAYNE H. BURSEY

MANAGER

100 GRIST MILL ROAD, SIMSBURY, CT, 06070

100 GRIST MILL ROAD,

SIMSBURY, CT, 06070

IMPORTANT: There are more principals for this business that are not shown here.

**BUSINESS SUMMARY:** 

Agent Name:

Agent Business Address:

Agent Residence Address:

HALLORAN & SAGE LLP

ONE GOODWIN SQUARE, 225 ASYLUM STREET, HARTFORD,

NONE

CT, 06103

» View Name History

» View Filing History

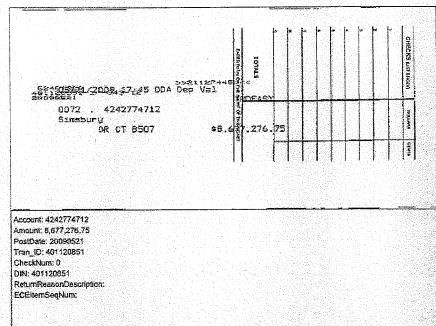
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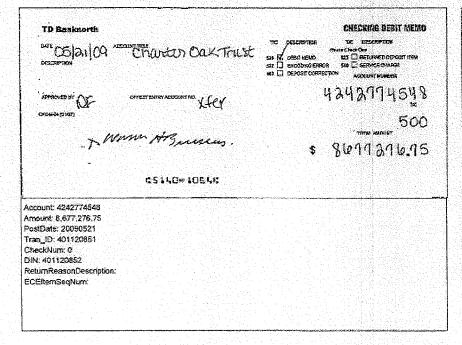
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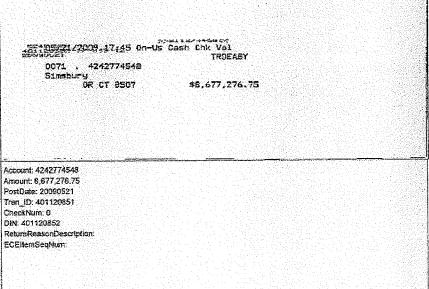
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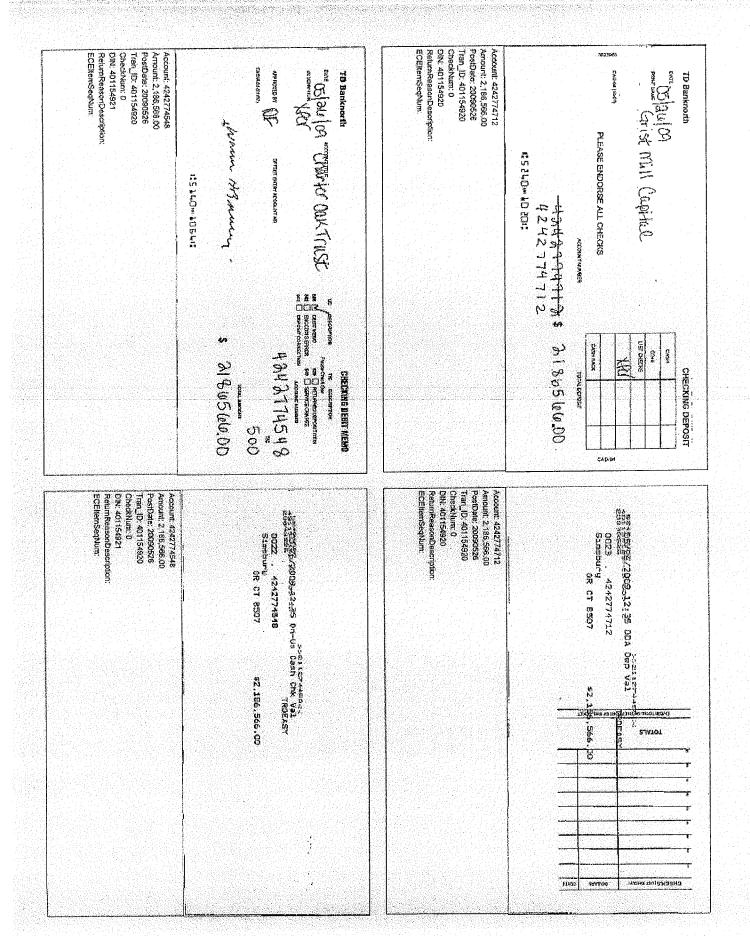
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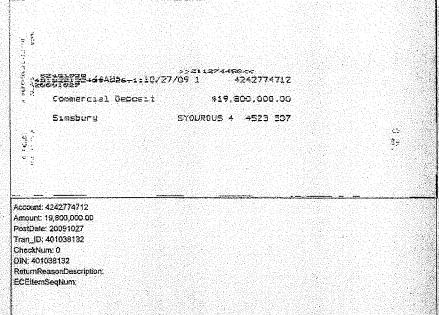


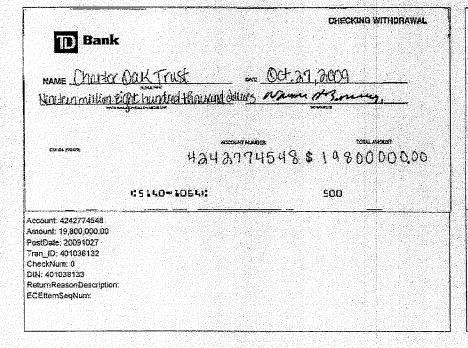


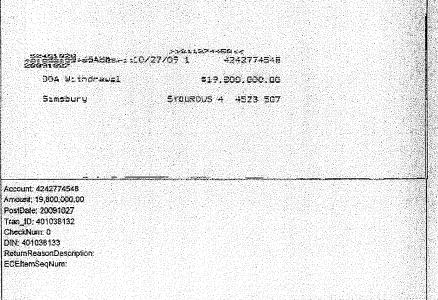


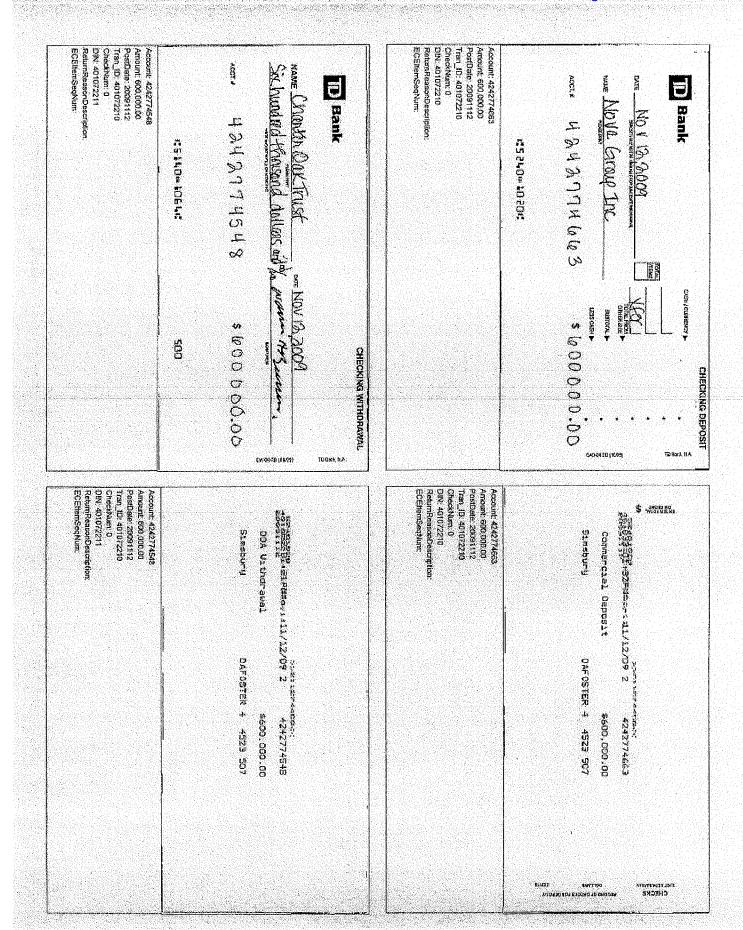


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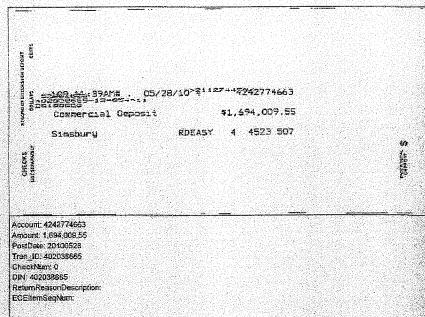








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